



POLICY

LEXINGTON INSURANCE COMPANY  
Administrative Office 100 Summer Street, Boston, Massachusetts 02110-2133  
Hereinafter called the "Company"

COMMERCIAL PROPERTY POLICY  
DECLARATIONS

POLICY NUMBER: 1374029

FEDERAL OF LEW

*Willis Radnor, Inc. - 42 Radnor - Scranton*

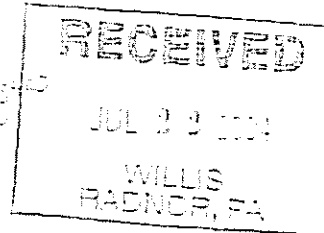
ITEM 1: Named Insured: ~~Willis Radnor, Inc.~~

Address: ~~Willis Radnor, Inc.~~

ASACAS

NY 10013

*Willis Radnor, Inc.*  
*42 Radnor - Scranton*  
*PA 18506*



ITEM 2: Policy Period:

From 08/23/04

To 08/22/05

At 12:01 A.M. Started & ends at the subject of the named insured above.

ITEM 3: Limit of Insurance:

\$7,500,000 PART OF \$11,000,000 PART OF \$55,140,757 & \$55,140,757 EXCESS OF \$11,000,000  
PART OF \$55,140,757 PER OCCURRENCE LIMIT  
SEE CONTRIBUTORY ENDT#001

Total Premium:

\$113,895

Minimum Earned Premium:

\$23,743

ITEM 4: Perils:

ALL RISK INCLUDING FLOOD (EXCLUDING SFHA) & EARTHQUAKE (EXCLUDING CA, HI, AK & PR)

ITEM 5: Description of Property Covered:

REAL & BUSINESS PERSONAL PROPERTY, BUSINESS INTERRUPTION, EXTRA EXPENSE  
(EXCLUDING ORDINARY PAYROLL), NEWLY ACQUIRED REAL & BUSINESS PERSONAL  
PROPERTY, UNNAMED REAL & BUSINESS PERSONAL PROPERTY, LEASE HOLD INTEREST,  
SINKHOLE COLLAPSE, CIVIL AUTHORITY, INGRESS & EGRESS, DECONTAMINATION EXPENSE,  
EXPENSES & LOSSES, ACCOUNTS RECEIVABLE, VALUABLE PAPERS, ELECTRONIC DATA,  
PROCESSING EQUIPMENT & MEDIA, DEBRIS REMOVAL, DEMOLITION & INCREASED COST OF  
CONSTRUCTION (ICOC), ORDINANCE OR LAW, SERVICE INTERRUPTION PD & TE, BUILDINGS  
IN THE COURSE OF CONSTRUCTION, LOSS ADJUSTMENT EXPENSES, POLLUTION CLEANUP  
LAND & WATER

Consequence

N/A

ITEM 6: Mortgagee Clause: Lost - furnished or payable to:

ITEM 7: Forms Attached:

See attached forms schedule

*[Signature]*

Authorized Representative OR

Countersignature (In states where applicable)

*Loose  
Bill  
checked  
8/25/04*

BRPDEC01 91  
10/13

*Lexington Insurance Company*

100 SUMMER STREET  
BOSTON, MASSACHUSETTS 02110  
(617) 352-1112

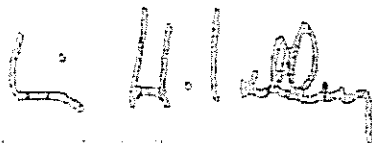
On behalf of our entire organization, thank you for making Lexington your insurance company. By so doing, you have aligned your business with one of the largest, most financially stable property and casualty insurance organizations anywhere.

As you know, Lexington holds the highest financial strength ratings available: AAA from Standard & Poor's and A+++, Class XV, from A.M. Best. This means that you are protected by a stable organization that has the financial strength and resources to consistently meet our obligations to you.

By virtue of Lexington's excess & surplus lines status, our underwriters offer exceptional flexibility of rate and form. And our underwriting, while closely regulated, is not restricted by the state by state filing requirements—assuring our ability to move quickly and provide meaningful solutions to your evolving risks, this year—and the next.

We look forward to it.

Sincerely,



Kevin H. Kelley  
Chairman and Chief Executive Officer, Lexington Insurance Company

U.S. lines placed with a surplus lines insurer must be placed in accordance with surplus lines laws and other applicable laws. Surplus lines insurers do not generally participate in state guaranty funds and insureds are not protected by such funds. The surplus lines market is a brokered market providing flexibility in rate and form to meet customer needs for high risk and specialized insurance products. All placements with surplus lines insurers are subject to underwriting by the insurer. Products may not be available in all states. The information contained herein is for general information purposes only and does not constitute an offer to sell or a solicitation. The information provided herein is made available only on request by an insurance professional.

LEXINGTON INSURANCE COMPANY

REFERENCE TO THE POLICY FORM TO CONTACT IN WRITING THE COMPANY'S CLAIM OR  
LEGAL DEPARTMENTS SHOULD USE THE ADDRESSES PROVIDED BELOW.

Attn: Claim Department  
Lexington Insurance Company  
100 Summer Street  
Boston, Massachusetts 02110-2500

Attn: Legal Department  
Lexington Insurance Company  
100 Summer Street  
Boston, Massachusetts 02110-2500

## FORMS SCHEDULE

INSURED: INSURED, COMPANY RECORDS, LLC

POLICY NO.: 12/4448

EFFECTIVE DATE: 06/22/2004

FORM NUMBER	EDITION DATE	ENDT NUMBER	TITLE
PRF006	11/91		FIRE SCHEDULE
PRF007	11/91		PROPERTY DEC
PRF014	11/91		COOCCURRENCE LIMIT OF LIABILITY
LD0017	11/95		COMMON POLICY CONDITIONS
LD0080	11/95		COMMERCIAL PROPERTY CONDITIONS
PRF018	01/91		POLLUTION CONTAMINATION FORM
PRF019	11/94		STANDARD PROPERTY CONDITIONS
CRF030	11/95		CAUSES OF LOSS SPECIAL FORM
CRF010	11/95		BUILDING & FF COVERAGE FORM
CMC016	11/95		ACCOUNTS RECEIVABLE COVERAGE
CMC037	01/95		VALUABLE PAPERS & RECORDS
			TRANSPORTATION FORM 3715
			INSURING AGREEMENT FORM 20031
LX9593	12/93	ENDT#001	CONTRIBUTORY ENDORSEMENT
LDKDC001	12/97	ENDT#002	FLOOD DEDUCTIBLE ENDT
PR9028	09/92	ENDT#003	EARTHQUAKE ENDORSEMENT
PR9555	11/02	ENDT#004	EQUIPMENT BREAKDOWN ENDT
PR9557	11/02	ENDT#005	EQUIPMENT BREAKDOWN SCHEDULE
PR9016	08/92	ENDT#006	FLOOD ENDORSEMENT
LX9512	08/02	ENDT#007	MOLD/FUNGUS EXCLUSION
PR9541	09/02	ENDT#008	NAMED INSURED ENDORSEMENT
CRF017	07/95	ENDT#009	OFF-PREM. POWER FAILURE (DMG)
CRF045	07/95	ENDT#010	OFF-PREM. SVCS (TIME ELEMENT)
CRF005	07/95	ENDT#011	ORDINANCE OR LAW COVERAGE
PR9514	09/02	ENDT#012	PROPERTY ENDORSEMENT
PR9017	01/91	ENDT#013	REPLACEMENT COST COVERAGE END
PR9513	09/01	ENDT#014	WAR RISK & TERRORIST EXCLUSION
Y99813	12/95	ENDT#015	COMB. FORM BQM MILLENNIUM ENDT

LD0018 ED. 12/97  
LD0035

SMA

## SCHEDULE OF COVERED LOCATIONS

POLICY NUMBER: 00000000000000000000

EFFECTIVE DATE: 01/01/2008

CLASSIFICATION OF PREMISES:

AS PER SCHEDULE OF FILE WITH:

COMPANY:

LIMIT

\$7,500,000 P.O. \$10,000,000 P.O.  
 \$65,140,737 & \$65,140,737 EXCESS  
 OF \$10,000,000 P.O. \$65,140,737

PERCENT OF COVER:

N/A

## SUBLIMITS:

FLOOD ANNUAL AGGREGATE	\$25,000,000 ✓
EARTHQUAKE ANNUAL AGGREGATE	\$25,000,000 ✓
CONTINGENT BI & SE	\$ 5,000,000 ✓
EXTRA EXPENSE	\$ 5,000,000 ✓
ACCOUNTS RECEIVABLE	\$ 5,000,000 ✓
VALUABLE PAPERS	\$ 5,000,000 ✓
EDP INCLUDING MEDIA	\$ 5,000,000 ✓
TRANSIT	\$ 100,000 ✓
UNNAMED LOCATION	\$ 1,000,000 ✓
POLLUTANT CLEAN-UP ANNUAL AGGREGATE	\$ 10,000 ✓
NEWLY ACQUIRED PROPERTY (30 DAYS TO REPORT)	\$ 1,000,000 ✓
OFF PREMISES TE	\$ 5,000,000 ✓
OFF PREMISES PD	\$ 5,000,000 ✓
ERRORS & OMISSIONS	\$ 5,000,000 ✓
BUILDINGS IN DUE COURSE CONSTRUCTION	\$ 2,500,000 ✓
LEASEHOLD INTEREST	\$ 1,000,000 ✓
CIVIL AUTHORITY & EGRESS & REGRESS	\$ 5,000,000 OR 30 DAYS ✓
FINE ARTS	\$ 1,000,000 ✓
EXPEDITING EXPENSE	\$ 1,000,000 ✓
EXHIBITION & TRADE SHOWS	\$ 500,000 ✓
FIRE DEPARTMENT SERVICE CHARGES	\$ 500,000 ✓
LOSS ADJUSTMENT EXPENSES	\$ 250,000 ✓
POLLUTION CLEAN-UP LAND & WATER	\$ 100,000 ✓

A SUBLIMIT OF 25% OF THE COVERED LOSS OR \$5,000,000, WHICHEVER IS LESS SHALL APPLY TO DEBRIS REMOVAL, DEMOLITION & INCREASED COST OF CONSTRUCTION (ICCC) & ORDINANCE OF LAW. ✓

THESE SUBLIMITS DO NOT INCREASE THE POLICY LIMIT OF \$7,500,000 PART OF \$10,000,000 PART OF \$65,140,737 & \$65,140,737 EXCESS OF \$10,000,000 PART OF \$65,140,737 PAYABLE IN ANY ONE OCCURRENCE. THIS INCLUDES ANY ADDITIONAL LIMIT SHOWN. ✓

## OCCURRENCE LIMIT OF LIABILITY

1.3. I, the undersigned, have agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or Amount of insurance shown on the face of this policy, or endorsed onto this policy, is the total limit of the Company's liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Company exceed this limit or amount irrespective of the number of locations involved.

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of winds, cyclones, hurricanes, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

2. The amount for this policy is based upon the Statement of Values on file with the Company, or attached to this policy. In the event of loss hereunder, liability of the Company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:

- a. The actual acquired amount of loss, less applicable deductions;
- b. The total stated value for the property involved, as shown on the latest Statement of Values on file with the Company, less applicable deductions;
- c. The limit of liability or Amount of insurance shown on the face of this policy or endorsed onto this policy.



## COMMON POLICY CONDITIONS

4. **COVENANTS AND WARRANTIES.** You warrant and agree to the following covenants and warranties:

4.1 **RENEWAL.**

1. The first named insured shall continue the policy and shall keep it in force by making or arranging to make payments without delay at each due date.
2. We shall deliver to you, orally, having or sending to the first named insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation, if we cancel for any other reason.
3. We shall mail or deliver our notice to the first named insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If we cancel a policy with a rating, the first named insured may, within 60 days after the cancellation, request a new rating. If the first named insured accepts the rating and may be less than the rate. The new rating will be effective only if we have not made or issued a rating.
6. If a rating is needed, prior to making a new rating, we will contact you or your agent.

4.2 **CHANGES.**

This policy contains all the agreements between you and us concerning the insurance afforded. The first named insured shown in the Declarations is authorized to make changes in the terms of this policy, with our consent. The policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4.3 **EXAMINATION OF YOUR BOOKS AND RECORDS.**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterwards.

4.4 **INSPECTIONS AND SURVEYS.**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, audits or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

These conditions apply not only to us, but also to any testing, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

5. **ASSIGNMENT**

The undersigned hereby assigns to the Corporation:

1. All rights in the above described patents; and

2. All rights in the above described trademarks.

6. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS** The undersigned

hereby assigns to the Corporation, without reservation, without any further consideration, the entire interest of the undersigned in the above described patents.

The undersigned hereby assigns to the Corporation, without reservation, without any further consideration, the entire interest of the undersigned in the above described trademarks. Until such time as the undersigned is notified in writing by the Corporation, the undersigned shall have no right or interest in the above described trademarks.

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Commercial Policy Conditions and applicable laws, regulations and Association Conditions in Commercial Property Coverage Forms.

## A. CONTROL OF THE REPRESENTATION OF COVERAGE

The Coverage Part and any endorsement thereto shall be treated as the Coverage Part at any time. The agent, broker, or any other insured, at any time, intentionally conceal or misrepresent a material fact in writing:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

## B. CONTROL OF DEFENSE

A suit or the suit or suits brought against you, and your selection of counsel, will not affect this coverage.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

## C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

## D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

## E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

## F. NO BENEFIT TO SELLER

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

## G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and exclusions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage.

We agree to pay the amount of the covered amount of damages under this Coverage Part only to the extent of the actual cash value of the covered amount of damages.

We agree to pay the amount of the covered amount of damages only to the extent of the actual cash value of the covered amount of damages, or the amount of the covered amount of damages, whichever is less. But we will not pay more than the applicable limit of damages.

#### III. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

##### 1. We will pay for damage resulting

- a. During the policy period shown on the Declarations Page;
- b. Within the coverage territory.

##### 2. The coverage territory is:

- a. The United States of America, including its territories and possessions;
- b. Puerto Rico; and
- c. Canada.

#### IV. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If we pay or agree to pay to or for whom we make payment under this Coverage Part, we have the right to recover damages from another. Those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to waive them. But you may waive your rights against another party in writing.

##### 1. Rights attach to your Covered Property or Covered Income

##### 2. After a loss to your Covered Property or Covered Income only if, at time of loss, that property is one of the following:

- a. Someone insured by this insurance,
- b. A business firm,
- c. Owned or controlled by you or
- d. That owns or controls you or
- e. Your tenant.

This will not restrict your insurance.

**POLLUTION, CONTAMINATION, DEBRIS REMOVAL  
EXCLUSION ENDORSEMENT**

**1. Property Not Covered**

This policy does not cover land and values in water.

**2. Pollution and Contamination Exclusion**

This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of life to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or noxious substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, strike, vehicle impact, windstorm, hail, vandalism, malicious mischief. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

**3. Asbestos Exclusions**

This policy does not cover -

- a. Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, strike, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.
- b. Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;
- c. Any governmental decision or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage or any cost, loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.

**4. Debris Removal Exclusion**

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense for

- a. Extract contaminants or pollutants from the debris; or
- b. Extract contaminants or pollutants from land or water; or
- c. Remove, restore or replace contaminated or polluted land or water; or

2. Removal or transport any property or debris to a site for storage or decontamination required because the property or debris is treated by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

#### 5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

### Standard Property Conventions

$\frac{d}{dt} \left( \frac{1}{2} m v^2 \right) = \frac{d}{dt} \left( \frac{1}{2} m \frac{dx}{dt} \frac{dx}{dt} \right) = m \frac{dx}{dt} \frac{d^2 x}{dt^2} = m v \frac{d^2 x}{dt^2}$

Table 1. *Mean values of the variables measured in the 1000 m and 1500 m races*

...the ... ..

[illegible]

### CONTRACT TRAINED PERSONNEL CLAUSE

[illegible][illegible]

## POLICY PRODUCTIBLE

[illegible]

- [illegible]

1. 在“数据”菜单下，选择“数据有效性”，在弹出的“数据有效性”对话框中，选择“数据源”选项卡，在“数据源”列表框中，单击“数据源”按钮，在弹出的“数据源”对话框中，选择“数据源”列表框中的“数据源”，单击“确定”按钮。

## CANCELLATION CLAUSES

1. The first step is to identify the problem. This involves understanding the current situation and the goals that need to be achieved.

**CANCELLATION.** This policy may be cancelled by the insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. The policy may be cancelled by the Company by mailing to the insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 30 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or the Company shall be equivalent to mailing. If the insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment shall be made as soon as practicable after cancellation becomes effective.

### SERVICE OF SUIT CLAUSE

Article 21.1. In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts, 02110-2109, or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

which shall be the property of the policy to the extent that it is in the States which makes known to the policyholder, the insured, the duly authorized representative or beneficiary or other officer specified for that purpose in writing, or the designated beneficiary in writing as to this and said territory upon which may be served any notice or demand, suit, or proceeding, criminal or civil, or any claim or demand or any beneficiary hereunder arising out of this policy, and the policyholder and insured shall grant the above named beneficiary the power to whom the said officer is authorized to deliver the proceeds of this policy as it may be due.

#### WAR RISK EXCLUSION CLAUSE

This policy shall not be valid in any case caused directly or indirectly by (1) hostile or warlike action in time of peace or in time of war, whether or not declared, including action in occupying, attempting to defend against an actual, impending or expected attack, or by government or sovereign power, agents or servants or by any authority maintaining or using military, naval or air forces, or (2) by military, naval or air forces or by an agent or an such government, power, authority or force, or any person or persons acting with a view to or in connection with any such action, whether in time of peace or war, whether or not it is declared and whether (a) declared or intended, revolution, civil war, insurrection, or (b) action taken by government authority in occupying, attempting to defend against such an insurrection, war or destruction; (4) any consequence of any of the foregoing.

#### NUCLEAR EXCLUSION CLAUSE

This Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or not, and whether such loss is direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the loss or damage caused against in this policy, or the result of the loss or damage caused under this policy, then subject to the foregoing and notwithstanding this policy, shall not be the result of loss or damage caused by nuclear reaction or radioactive contamination or caused against in this policy.

#### SALVAGE AND RECOVERY CLAUSE

Salvage shall be paid to the insured or retained either prior to or subsequent to a loss settlement under this policy, but shall not be paid as if recovered or received prior to the said settlement and if necessary adjustments shall be made by the insured to the salvage payment at the Company's cost of recovery or salvage.

#### REPORTING CLAUSE

Notwithstanding that the insured may be obligated to report fire losses for tax return purposes, the Company's maximum limit of loss shall not exceed that amount stated as the policy limit of liability.

#### PROOF OF LOSS AND PAYMENT

The insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period is extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the insured and of all others in the property, the amount value thereof and the amount of loss or damage thereto, and all other matters therein. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory evidence of loss at the office of the Company at 100 Summer Street, Boston, Massachusetts 02110-3103.

#### GOVERNMENT ACTIVITY CLAUSE

This Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property caused by the policy or any government action, including any customs or quarantine action, or (2) confiscation or destruction of the property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

WITNESSED WHEREOF, we have signed this policy to be signed and attested, but this policy shall not be valid unless countersigned by the Insured and by the insured duly authorized representative.

*Elizabeth M. [Signature]*

Secretary

*L. H. [Signature]*

Chairman of the Board & CEO



## CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in definition marks have special meaning. Refer to Section F - Definitions.

## A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

1. Excluded in Section B, Exclusions, or
2. Limited in Section C, Limitations;

but not less.

## B. EXCLUSIONS

- We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

## a. Enforcement of Law

The enforcement of any ordinance or law:

- 1) Regarding the construction, use or repair of any property; or
- 2) Regarding the tearing down of any property, including the cost of removing its debris.

## b. Earth Movement

- 1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

- 2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a) Airborne volcanic dust or airborne shock waves;
- b) Ash, dust or particulate matter; or
- c) Lava flow.

All volcanic eruptions that occur within any one hundred sixty-eight (168) hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

## c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

## d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

ii. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

iii. War And Military Action

- 1) War, including insurrection or civil war;
- 2) Warfare action by a military force, including action in conducting or defending against an actual or expected attack by any government, sovereign or minor authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in conducting or defending against any of these.

iv. Water

- 1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- 2) Mudslide or mudflow;
- 3) Water that seeps up from a sewer or drain; or
- 4) Water under the ground surface pressing on, or flowing or seeping through:
  - a) Foundations, walls, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.

- d.
  - 1) Wear and tear;
  - 2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - 3) Aging;
  - 4) Settling, cracking, shrinking or expansion;
  - 5) Insects, birds, rodents or other animals;
  - 6) Mechanical breakdown, including rupture or bursting caused by centrifugal force; or
  - 7) The following causes of loss to personal property:
    - a) Dampness or dryness of atmosphere;
    - b) Changes in or extremes of temperature; or

1. Exclusions of Coverage:

But if loss or damage by the "specified causes of loss" or falling glass breakage results, we will pay for that resulting loss or damage.

- b. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage. We will also pay for loss or damage caused by or resulting from the escape or of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- c. Continuous or repeated seepage or leakage of water that occurs over a period of fourteen (14) days or more.
- d. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, except fire protective systems, caused by or resulting from freezing, unless:
  - 1) you do your best to maintain heat in the building or structure; or
  - 2) you drain the equipment and shut off the supply if the heat is not maintained.
- e. Dishonest or criminal act by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
  - 1) Acting alone or in collusion with others; or
  - 2) Whether or not occurring during the course of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- f. Voluntary pining with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- g. Rain, snow, ice or sleet to personal property in the open.
- h. Collapse, except as provided below in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.

Release, discharge or dispersal of "pollutants" unless the release, discharge or dispersal is itself caused by any of the "specified causes of loss." But if loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified cause of loss."

- i. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage:
  - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or defective:
    - 1) Planning, siting, development, surveying, engineering;
    - 2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, construction;
    - 3) Materials used in repair, construction, renovation or remodeling; or

b) "Wanderership."

of part of all of the above, but only to the extent of the insured's premium.

#### A. Special Exclusions

The following Exclusions do not apply to the specified Coverage Form:

- a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form.

We will not pay for:

- 1) Any loss caused by or resulting from:

- a) Damage or destruction of "finished stock"; or
- b) The time required to reproduce "finished stock."

This exclusion does not apply to Extra Expense.

- 2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas, including their lead-in wiring, masts or towers.

- 3) Any increase in loss caused by or resulting from:

- a) Delay in rebuilding, repairing or replacing the property or resuming "operations," due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
- b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations," we will cover such loss that affects your Business Income during the "period of restoration."

- 4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration."

- 5) Any other consequential loss.

#### b. Landlord Interest Coverage Form

- 1) Paragraph 8.1.a, Ordinance or Law, does not apply to insurance under this Coverage Form.

- 2) We will not pay for any loss caused by:

- a) Fault concerning the lease;
- b) The suspension, lapse or cancellation of any license; or
- c) Any other consequential loss.

#### c. Legal Liability Coverage Form

- 1) The following Exclusions do not apply to insurance under this Coverage Form:

- a) Paragraph 8.1.a, Ordinance or Law;
- b) Paragraph 8.1.c, Governmental Action;
- c) Paragraph 8.1.d, Nuclear Hazard;
- d) Paragraph 8.1.e, Power Failure; and
- e) Paragraph 8.1.f, War and Military Action.

- 2) Contractual Liability

We will not defend any claim for damages or pay any damages, loss, expense or obligation by reason of your assumption of liability in a contract or agreement.

2) Nuclear Hazard

We will not defend any claim or "suit," or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

2. LIMITATIONS

1. We will not pay for loss of or damage to:

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- b. Hot water boilers or hot water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- c. The exterior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
  - 1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
  - 2) The loss of damage is caused by or results from crawling of snow, sleet or ice on the building or structure.
- d. Building materials and such related detached or part of the building or structure, unless held for sale by you, caused by or resulting from them, except as provided in 2.5.a. below. *Builder's Risk*
- e. Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory.
- f. Gutters and downspouts caused by or resulting from weight of snow, ice or sleet.
- g. Property that has been transferred to a person or to a place outside the covered premises on the basis of unauthorized instructions.

2. We will not pay more for loss of or damage to glass that is part of a building or structure than one hundred (100) dollars for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalouse, louver or shutter. We will not pay more than five hundred (500) dollars for all loss of or damage to building glass that occurs at any one time.

This limitation does not apply to loss or damage by the "specified causes of loss," except vandalism.

3. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

- a. Vandalic papers and records, such as books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other data processing, recording or storage media, and other records.
- b. Animals, and then only if they are killed or their destruction is made necessary.
- c. Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
  - 1) Glass that is part of a building or structure;
  - 2) Containers of property held for sale; or



1. Vehicle, and the contents provided by the Coverage Part to apply to your personal property (other than property in the care, custody, or control of your salesperson) in transit more than one hundred (100) feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

2. Loss or damage must be caused by or result from one of the following causes of loss:

1. Fire, lightning, explosion, windstorm or hail, not or of corrosion, or vandalism.
2. Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
3. Theft of an entire trailer, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

3. The most we will pay for loss or damage under this Extension is one thousand (1,000) dollars.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

3. Water Damage, Other Liquids, Powder or Moisture Material Damage. If loss or damage caused by or resulting from covered water or other liquid, powder or moisture material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

4. We will not pay the cost to repair any defect that caused the loss or damage; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by fire.

## F. DEFINITIONS

"Specified Causes of Loss" means the following: Fire, lightning, explosion, windstorm or hail, smoke, shock or vehicles; not or of corrosion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet water damage.

1. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

2. Falling objects does not include loss or damage to:

- a. Personal property in the open or
- b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

3. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Vehicle provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the named insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in this policy may have special meaning. Refer to SECT. C IV - DEFINITIONS.

## A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

## 1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

- a. Building, meaning the building or structure described in the Declarations, including:
  - 1) Completed additions;
  - 2) Permanently installed:
    - a) Fixtures;
    - b) Machinery and
    - c) Equipment;
  - 3) Outdoor fixtures;
  - 4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
    - a) Fire extinguishing equipment;
    - b) Outdoor furniture;
    - c) Floor coverings; and
    - d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
  - 5) If not covered by other insurance:
    - a) Additions under construction, alterations and repairs to the building or structure;
    - b) Materials, equipment, supplies and temporary structures, on or within one hundred (100) feet of the described premises, used for making additions, alterations or repairs to the building or structure.
- b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within one hundred (100) feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property Separation of Coverage form:
  - 1) Furniture and fixtures;
  - 2) Machinery and equipment;
  - 3) "Stock";
  - 4) All other personal property owned by you and used in your business;
  - 5) Loaned materials or services furnished or arranged by you on personal property of others; and



3. "Your Own Interest" as stated in Article VII(b)(ii) and (iii) shall not include any interest in the fixtures, alterations, installations or equipment:

- a) Made a part of the building or structure you occupy, but do not own; and
- b) Made at your expense but cannot legally remove.

4. Personal Property of Others that is:

- 1) In your care, custody, or control; and
- 2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within one hundred (100) feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

5. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;
- b. Animals, unless owned by others and housed by you, or fed by you, only as "stock" while inside a building;
- c. Automobiles held for sale;
- d. Bridges, highways, walks, piers or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - 1) The lowest basement floor; or
  - 2) The surface of the ground, if there is no basement;
- h. Land, including land on which the property is located, water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Rings, coins, medals or tokens;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Exterior walls that are not part of the building described in the Declarations;
- m. Underground pipes, lines or drains;
- n. The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media, except as provided in the Coverage Extensions;
- o. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - 1) Are licensed for use on public roads; or
  - 2) Are operated principally away from the described premises.

This paragraph does not apply to:

- a. Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- a) Pollution or structural damage, other than auto; you paid for as at 1)
    - b) Flooding or water out of water at the described premises;
  - c) The following property while outside of buildings:
    - 1) Steam, rays, snow or other vapor
    - 2) Forces, rods or television antennas, including their lead-in wires, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the Coverage Extensions.
3. Covered Causes of Loss  
See Applicable Causes of Loss Form as shown in the Declarations.
4. Additional Coverages
- a. Debris Removal
    - 1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expense will be paid only if only are reported to us in writing within one hundred eighty (180) days of the earlier of:
      - a) The date of direct physical loss or damage; or
      - b) The end of the policy period.
    - 2) The most we will pay under this Additional Coverage is 16% of:
      - a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
      - b) The deductible in this policy applicable to that loss or damage.But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance section.
    - 3) This Additional Coverage does not apply to costs for:
      - a) Extract "pollutants" from land or water; or
      - b) Remove, restore or replace polluted land or water.
  - b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

    - 1) While it is being moved or while temporarily stored at another location; and
    - 2) Only if the loss or damage occurs within ten (10) days after the property is first moved.
  - c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to one thousand (\$1,000) dollars for your liability for fire department service charges:

    - 1) Assumed by contract or agreement prior to loss; or
    - 2) Required by local ordinance.No Deductible applies to this Additional Coverage.
  - d. Pollutant Clean Up and Removal

We will pay your expenses to protect "pollutants" from and/or water at the described premises if the release, discharge or discharge of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within one hundred eighty (180) days of the earlier of:

- 1) The date of direct physical loss or damage; or
- 2) The end of the policy period.

The most we will pay for each location under this Additional Coverage is ten thousand (\$10,000) dollars for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate twelve (12) month period of this policy.

#### 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open lot (in a vehicle) within one hundred (100) feet of the described premises:

If a Coinsurance percentage of 50% or more or a Value Reporting period symbol is shown in the Declaration, you may extend the insurance provided by this Coverage Part as follows:

##### a. Newly Acquired or Constructed Property

- 1) you may extend the insurance that applies to Building to apply to:
  - a) your new buildings while being built on the described premises; and
  - b) Buildings you acquire at locations, other than the described premises, intended for:
    - i) Similar use as the building described in the Declarations; or
    - ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than two hundred fifty thousand (\$250,000) dollars at each building.

- 2) you may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is 10% of the Limit of Insurance for Your Business Personal Property shown in the Declarations, but not more than one hundred thousand (\$100,000) dollars at each building.

- 3) insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- a) This policy expires;
- b) Thirty (30) days expire after you acquire or begin to construct the property; or
- c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

##### b. Personal Effects and Property of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- 1) Personal effects owned by you, your officers, your partners or your employees. This extension does not apply to loss or damage by theft.
- 2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is two thousand five hundred (\$2,500) dollars at each described premises. Our payment for loss of or damage to personal property of others will only be for the amount of the owner of the property.

**2. Valuable Papers and Records - Cost of Research**

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist in electronic or magnetic media, for which duplicates do not exist. The most we will pay under this Extension is one thousand (\$1,000) dollars at each described premises.

**3. Property Off-Premises**

You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "stock", that is temporarily at a location you do not own, lease or operate. This Extension does not apply to Covered Property:

- 1) In or on a vehicle;
- 2) In the care, custody or control of your subapparents; or
- 3) At any fair or exhibition.

The most we will pay for loss or damage under this Extension is five thousand (\$5,000) dollars.

**4. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas, signs, other than signs attached to buildings, trees, shrubs and plants, including signs removal expense, caused by or issuing from any of the following causes of loss if they are Covered Causes of Loss:

- 1) Fire;
- 2) Lightning;
- 3) Explosion;
- 4) Riot or Civil Commotion; or
- 5) Aerial.

The most we will pay for loss or damage under this Extension is one thousand (\$1,000) dollars, but not more than two hundred fifty (\$250) dollars for any one tree, shrub or plant.

Each of these Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. EXCLUSIONS**

See applicable Causes of Loss Form as shown in the Declarations.

**C. LIMITS OF INSURANCE**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is one thousand (\$1,000) dollars per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property; or

d. Debris Removal Coverage:

- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurable Amount;
- b. The debris removal expense exceeds the amount payable under the DRI's obligation in the Debris Removal Additional Coverage;

We will pay, up to the specified fire maximum (\$5,000) covers for each location in any one occurrence under the Debris Removal Additional Coverage.

e. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible stated in the Declaration. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

f. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Assignment:

There can be no assignment of any property to us.

2. Appraisal

If we and you disagree on the value of the property, or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
  - b. Bear the other expenses of the appraisal and umpire equally.
- If there is an appraisal, we will still retain our right to deny the claim.

3. Duties in The Event Of Loss Or Damage

You must see that the following are done in the event of loss or damage to Covered Property.

- a. Notify the police if a law may have been broken.
  - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
  - c. As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - d. Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
  - e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - f. Permit us to inspect the property and records proving the loss or damage.
- Also permit us to take samples of damaged property for inspection, testing and analysis.

2. If requested, permit us to examine you under oath at such times as may be reasonably required about any matter relating to the insurance or your claim, including your books and records. In such event, your answers must be signed.

3. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms.

4. Cooperate with us in the investigation or settlement of the claim.

#### 4. Loss Payment

a. In the event of loss or damage covered by this Coverage Part, at our option, we will either:

- 1) Pay the value of lost or damaged property;
- 2) Pay the cost of repairing or replacing the lost or damaged property;
- 3) Take all or any part of the property, at an agreed or appraised value; or
- 4) Repair, rebuild or replace the property with other property of the kind and quality.

b. We will pay notice of our intention within thirty (30) days after we receive the sworn statement of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owner's property. We will not pay the owners more than their financial interest in the Covered Property.

e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

f. We will pay for covered loss or damage within thirty (30) days after we receive the sworn statement of loss, if:

- 1) you have complied with all of the terms of this Coverage Part; and
- 2) a) We have reached agreement with you on the amount of loss; or  
b) An appraisal award has been made.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### 6. Vacancy

If the building where loss or damage occurs has been vacant or more than sixty (60) consecutive days before that loss or damage, we will:

a. Not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

- 1) Vandalism;
- 2) Sprinkler leakage, unless you have protected the system against freezing;
- 3) Bursting glass breakage;

- c) Water damage;
- d) Theft; or
- e) Attempted theft.

h. Reduce the amount we would otherwise pay for the loss or damage by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

Buildings under construction are not considered vacant.

## 7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.
- b. If the limit of insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is two thousand five hundred (\$2,500) dollars or less, we will pay the cost of building repairs or replacement.

The actual cash value will apply in the following event when attached to the building:

- 1. Savings or debt coverage;
- 2. Appliances for refrigerating, ventilating, cooling, dehumidifying or air-conditioning; or
- 3. Personal equipment or furniture.
- c. "Stock" not sold but not yet delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety glazing material if required by law.
- e. Landlord's Improvements and Betterments as:
  - 1. Actual cash value of the cost of damaged property, if you make repairs promptly.
  - 2. A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.
 If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
  - 3) Nothing if others pay for repairs or replacement.
- f. Movable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
  - 1) Blank materials for reproducing the records; and
  - 2) Labor to transcribe or copy the records when there is a duplicate.

## F. ADDITIONAL CONDITIONS

and deductibles shown in your policy, the Commercial Risk Conditions and the Commercial Property Conditions.

#### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown in it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- i. Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- ii. Divide the Limit of Insurance of the property by the figure determined in step (i);
- iii. Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in step (ii); and
- iv. Subtract the deductible from the figure determined in step (iii).

The amount determined in step (iv) is the most we will pay. For the remainder, you will either have to pay, or other insurance or assets the loss yourself.

#### Example No. 1: Underinsurance:

Amount:	The value of the property is	\$250,000
	The Coinsurance percentage for it is	90%
	The Limit of Insurance for it is	\$100,000
	The Deductible is	\$250
	The amount of loss is	\$40,000

Step (1):  $\$250,000 \times 90\% = \$200,000$  (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000$  divided by  $\$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

#### Example No. 2: Adequate insurance:

Amount:	The value of the property is	\$250,000
	The Coinsurance percentage for it is	90%
	The Limit of Insurance for it is	\$200,000
	The Deductible is	\$250
	The amount of loss is	\$40,000

Step (1):  $\$250,000 \times 90\% = \$200,000$  (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$200,000$  divided by  $\$200,000 = 1.00$

Step (3):  $\$40,000 \times 1.00 = \$40,000$



$$\text{Step 4: } \$40,000 - \$1,000 = \$39,000$$

We will pay no more than \$39,000, the amount of the Deductible. The penalty applies.

2. If the Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

#### Example 11.3:

Where: The value of property is:

Building at Location No. 1	\$75,000
Building at Location No. 2	\$100,000
Personal Property at Location No. 2	\$75,000
	<u>\$250,000</u>
The Coinsurance percentage is: 90%	90%
The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is	\$180,000
The Deductible is	\$1,000
The amount of loss is Building at Location No. 2	\$90,000
Personal Property at Location No. 2	<u>\$90,000</u>
	<u>\$180,000</u>

Step 1:  $\$180,000 \times 90\% = \$162,000$  (the maximum amount of insurance to meet your coinsurance requirements and to avoid the penalty shown below)

Step 2:  $\$180,000$  divided by  $\$162,000 = 90$

Step 3:  $\$90,000 \times 90 = \$81,000$

Step 4:  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

#### 1. Mortgage holders

- a. The term "mortgage holder" includes trustee.
- b. We will pay for covered loss or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - 1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - 2) Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so; and
  - 3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.
- e. All of the terms of this Coverage Part will then apply directly to the mortgage holder.
- f. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- 1) The mortgage holder's right to recover the mortgage will be transferred to us to the extent of the amount we pay; and
- 2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
  - 1) Ten (10) days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - 2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- g. If we do not renew this policy, we will give written notice to the mortgage holder at least ten (10) days before the expiration date of this policy.

### 3. OPTIONAL COVERAGES

If shown in the Declarations, the following Optional Coverages apply separately to each item.

#### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - 1) On or after the effective date of this Optional Coverage; and
  - 2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

#### 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - 1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - 2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 5% is .05), times
  - 3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

#### Example:

The applicable Limit of Insurance is	\$100,000
The annual percentage increase is	5%
The number of days since the beginning of the policy year (or last policy change) is	145

the amount of business is \$100,000 x 12 x .45 divided by .55 =

52,200

### 3. Repairs and Costs

- a. Repairs and Costs without deduction for depreciation replaces Actual Cash Value in the Loss Calculation of this Coverage Form.
- b. This Coverage does not apply to:
  - i. Injury of others;
  - ii. Contents of a residence;
  - iii. Motorcycles;
  - iv. Works of art, antiques or rare articles, including paintings, pictures, statuary, tapestries, bronzes, carvings and mosaics; or
  - v. "Stock," unless the including "Stock" option is shown in the Declarations.
- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for additional coverage this Optional Coverage provides if you notify us of your intent to do so within one hundred eighty (180) days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - i. Until the lost or damaged property is actually repaired or replaced; and
  - ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of:
  - i. The limit of insurance applicable to the lost or damaged property;
  - ii. The cost to replace, on the same premises, the lost or damaged property with other property:
    - a. Of comparable material and quality; and
    - b. Used for the same purpose; or
  - iii. The amount you actually spend that is necessary to repair or replace the lost or damaged property.

### 4. DEFINITIONS

1. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reformed.
2. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

## ACCOUNTS RECEIVABLE COVERAGE FORM

Read this policy and all of its policy without coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the named insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in custom-made have special meaning. Refer to Section E - DEFINITIONS.

## A. COVERAGE

## 1. We will pay:

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to effect amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the "loss;" and
- d. Other reasonable expenses that you incur to re-establish your records of accounts receivable that result from Covered Causes of Loss to your records of accounts receivable.

## 2. PROPERTY NOT COVERED

Coverage does not apply to:

- a. Records or accounts receivable in storage away from the "premises" shown in the Declarations; or
- b. Consignment or property in the course of legal transportation or trade.

## 3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to your records or accounts receivable except those causes or "loss" listed in the Exclusions.

## 4. ADDITIONAL COVERAGE - COLLAPSE

We will pay for direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

## 5. COVERAGE EXTENSION

## Removal

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of "loss," we will pay for "loss" while they are:

1. In a safe place away from your "premises;"
2. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of insurance applicable to the "premises" from which the records of accounts receivable are removed.

## B. EXCLUSIONS

1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

## a. GOVERNMENTAL ACTION

Damage or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire (to prevent its spread) if the fire would be covered under this Coverage Form.

## b. NUCLEAR MATTER

1. Any accident involving atomic fission or fusion; or

2. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

## c. WAR AND MILITARY ACTION

1. War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest acts by you, or anyone else with an interest in the records of accounts receivable, or your employees or authorized representatives, or anyone entrusted with the records of accounts receivable, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

c. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

d. Bookkeeping, accounting or billing errors or omissions.

e. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct "loss" caused by lightning.

- f. We will not pay for any loss of, or damage to, any property, or loss of any use or interest in the property, if caused to do so by any negligent action or inaction, service or failure of service.
- g. Unrestricted instructions to transfer property to any person or to any place.
- h. We will not pay for "loss" that requires any proof of reliance or any inventory compilation to prove its actual existence.
- i. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
  - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph f. above to produce the "loss."
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or careless:
    - 1) Planning, drawing, engineering, surveying, design;
    - 2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, construction;
    - 3) Materials used in repair, construction, renovation or remodeling; or
    - 4) Maintenance;
 of part or all of any property wherever located.
  - d. Collapse except as provided in the Additional Coverages - Collapse section of this Coverage Form.

#### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable limit of insurance shown in the Declarations.

#### D. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial and Marine Conditions and the Common Policy Conditions:

##### 1. COVERAGE TERRITORY

We cover records of accounts receivable:

- a. Within your "premises;" and
- b. Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
  - 1) The United States of America;
  - 2) Puerto Rico; and
  - 3) Canada.

##### 2. DETERMINATION OF RECEIVABLES

General Condition E, Valuation in the Commercial and Marine Conditions is replaced by the following:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of "loss," the following method will be used:

- f. Determine the total of the average monthly amount of "losses" that occur in the month of the "loss", including the month in which the "loss" occurs; and
  - g. Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the "loss" occurred or for any demonstrated variance from the average for that month.
- The following will be deducted from the total amount of accounts receivable, however that amount is diminished:
1. The amount of the accounts for which there is no "loss";
  2. The amount of the accounts that you are able to re-establish or collect; and
  3. An amount to allow for creditable bad debts that you are normally unable to collect; and
  4. An unexpired interest and service charges.

## 7. COVERAGE

All accounts retained in transit must be insured for at least 80% of their total value at the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance shown in the Declarations for Coverage Available at All Locations bears to 80% of the total value of all accounts receivable at all locations at the time of "loss". This penalty will not apply to records of accounts receivable in transit, interest charges, express collection expenses or expenses to re-establish your records of accounts receivable.

## 8. PROTECTION OF RECORDS

Whenever you are not using for business, and except while you are actually using the records, you must keep all records of accounts receivable in receptacles that are described in the Declarations.

## 9. RECOVERIES

The following is added to Commercial Auto Marine Loss Condition 1, Recoveries:

You will pay us the amount of all recoveries you receive for a "loss" paid by us. But any recoveries in excess of the amount we have paid to you.

## 10. DEFINITIONS

1. "Loss" means destructions or damage.
2. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

## VALUABLE PAPERS AND RECORDS COVERAGE FORM

coverage provided is not intended to restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - DEFINITIONS.

## A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means "valuable papers and records" that are your property or property of others in your care, custody or control.

## 2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property not specifically declared and described in the Declarations if such property cannot be replaced with other property of the same nature;
- b. Property held as pledged or in delivery order a/c;
- c. Property in storage a/c, in the "premises" shown in the Declarations; or
- d. Consignments or property in the course of legal transportation or trade.

## 3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property, except those causes of "loss" listed in the Exclusions.

## 4. ADDITIONAL COVERAGE - COLLAPSE

We will pay for direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

## 5. COVERAGE EXTENSIONS

## a. Removal

If you give us written notice within 10 days of removal of your "valuable papers and records" because of imminent danger of "loss," we will pay for "loss" while it is:

- (1) At a safe place away from your "premises;" or



Policy, and returned to its full value.

This Coverage Extension is included when the limits of insurance applicable to the "premises" from which the Covered Property is removed.

**b. Away From Your Premises**

We will pay up to \$5,000 for insured Covered Property while it is away from your "premises."

But, a higher limit of insurance is specified in the Declarations, the limit that will apply.

The limit for the Coverage Extension is not an additional insurance.

**E. EXCLUSIONS**

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

**b. NUCLEAR HAZARD**

1. Any weapon employing atomic fission or fusion or

2. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

**c. WAR AND MILITARY ACTION**

1. War, including undeclared or civil war.

2. Hostile action by a military force, including action in rendering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents or

3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in rendering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:

a. Copy, loss of use, loss of market or any other consequential loss.

b. Dishonest acts by you, anyone else with an interest in the property, or your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

c. Errors or omissions in processing or copying.

But we will pay for direct "loss" caused by resulting fire or explosion if these causes of "loss" would be covered by this Coverage Form.

d. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct "loss" caused by lightning.

e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- f. Limit of loss shall not be payable to any person or to any place.
- g. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
  1. Weather conditions. But the exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1 above to produce the "loss."
  2. Acts or omissions, including the failure to act or decide, of any person, group, organization or governmental body.
  3. Faulty, inadequate or defective:
    - 1) Planning, zoning, development, surveying, zoning;
    - 2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, site-work;
    - 3) Materials used in repair, construction, renovation or remodeling; or
    - 4) Faulty work.
 if part or all of the fault or defect is never located.
  4. Collapse except as provided in the Additional Coverage - Collapse section of the Coverage Form.
  5. Wear and tear, any faulty or the property that causes it to damage or destroy itself, gradual deterioration, insects, termite or rodents.

#### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable limit of insurance shown in the Declarations.

#### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable limit of insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable limit of insurance.

#### E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

##### 1. COVERAGE TERRITORY

We cover property:

- a. Within your "premises;" and
- b. Away from your "premises" while in transit or within premises of others if those premises are located in the transit is within:
  - 1) The United States of America;
  - 2) Puerto Rico; and
  - 3) Canada.

##### 2. VALUATION - SPECIFICALLY DECLARED ITEMS

The following is added to Commercial Inland Marine General Condition E, Valuation:

The value of the property, including any specifically identified and described items, shall be determined by a qualified appraiser or appraisers for that item.

### 3. PROTECTION OF RECORDS

Whether you are not using the property, and except while you are actually using the property, you must keep all valuable papers and records in enclosures that are described in the Declarations.

### 4. RECOVERIES

The following applies to Section 4.1 and Marine Loss Section 1. Recoveries:

Whether you or we recover any property, other, or settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If so, your "loss" will be readjusted based on the amount you received for the property recovered, with allowance for recovery expenses incurred.

## A. DEFINITIONS

1. "Loss" means accidental loss or damage.
2. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including contracts, checks, deeds, drawings, films, maps or mortgages.  
But "valuable papers and records" does not mean "money" or "securities," converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.
3. "Premises" means that portion of the building at the address shown in the Declarations that you occupy for your business.
4. "Money," means:
  - a. Currency, coins and bank notes whether or not in current use; and
  - b. Treasury notes, registered bonds and money orders held for sale to the public.
5. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
  - a. Bonds, debents, revenue and other stamps whether or not in current use; and
  - b. All devices of debt issued in connection with credit or charge cards, which cards are not of your own issue;
 but does not include "money."

## TRANSPORTATION FORM

Insured Name

Insured No. 11111111111111111111 Ship Date 08/22/2008Insured to 11111111111111111111

1. This Policy covers all kinds of goods and merchandise of the insured or held by them in trust or in consignments or in consignment or custody, of others for which the insured may be liable or on which they have a claim or interest.

2. The Policy covers the risk of loss or damage while in the course of transit only, at risk of the insured while in transit between the States of the United States, the District of Columbia and Canada, excluding Alaska and Hawaii, from the time the property leaves the store, warehouse or factory at initial point of shipment and continues to the final destination, including while on docks, wharves, piers, bulkheads, docks, stations or latitudes until delivered to the store, warehouse or factory at destination.

3. This Policy is subject to the following conditions:

- a. \$100,000 limit of liability for any one shipment or delivery.
- b. \$100,000 limit of liability for any one shipment or delivery.
- c. \$100,000 limit of liability for any one shipment or delivery.
- d. \$100,000 limit of liability for any one shipment or delivery.
- e. \$100,000 limit of liability for any one shipment or delivery.
- f. \$100,000 limit of liability for any one shipment or delivery.
- g. \$100,000 limit of liability for any one shipment or delivery.
- h. \$100,000 limit of liability for any one shipment or delivery.
- i. \$100,000 limit of liability for any one shipment or delivery.
- j. \$100,000 limit of liability for any one shipment or delivery.
- k. \$100,000 limit of liability for any one shipment or delivery.
- l. \$100,000 limit of liability for any one shipment or delivery.
- m. \$100,000 limit of liability for any one shipment or delivery.
- n. \$100,000 limit of liability for any one shipment or delivery.
- o. \$100,000 limit of liability for any one shipment or delivery.
- p. \$100,000 limit of liability for any one shipment or delivery.
- q. \$100,000 limit of liability for any one shipment or delivery.
- r. \$100,000 limit of liability for any one shipment or delivery.
- s. \$100,000 limit of liability for any one shipment or delivery.
- t. \$100,000 limit of liability for any one shipment or delivery.
- u. \$100,000 limit of liability for any one shipment or delivery.
- v. \$100,000 limit of liability for any one shipment or delivery.
- w. \$100,000 limit of liability for any one shipment or delivery.
- x. \$100,000 limit of liability for any one shipment or delivery.
- y. \$100,000 limit of liability for any one shipment or delivery.
- z. \$100,000 limit of liability for any one shipment or delivery.

4. In no event shall this Company be liable for more than \$100,000 in any one casualty, either in case of partial or total loss, or salvage charges, or any other charges, or expenses, or all combined.

## A. THIS POLICY INSURES:

Against all risks of theft or total loss or of damage to the insured property from any external cause including General Average and/or salvage charges and expenses, except as herein excluded.

## B. THIS POLICY DOES NOT INSURE:

- a) Accounts, bills, bullion, coins, currency, deeds, or deeds of debt, money, notes, securities, shares, precious stones, fine arts or jewelry;
- b) Against loss or damage resulting from inadequate packing or improper preparation or the shipment or from insecure storage when not stored by the carrier;
- c) Against loss or damage by insects, vermin, moths, rodents, worms and other buglike creatures including larvae or pupae thereof; leakage, evaporation, and leakage, wetness or dampness, fermentation, change of color, odor, texture or finish, extremes or changes of temperature including freezing, breakage, melting, softening, denting, scratching, or by being scented, molded, rusted, rotted, soured or changed in flavor unless caused by fire, lightning, windstorm, vandalism and malicious mischief, flood, explosion or collision, or derelict or overturning of vehicle while on land, or collision, derelict or overturning of vehicle while on land, or collision or crashing of aircraft while in flight, or by the vessel, craft or lighter being stranded, sunk, burned or in collision while waterborne;
- d) Against loss, damage or expense caused by or resulting from delay, loss of market, loss of use, inherent vice or gradual deterioration;
- e) Against loss, damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any persons taking part in any such occurrence or disorder;
- f) Import shipments except only after Marine Insurance has ceased to cover, nor export shipments after laden on board export conveyance or under the protection of marine insurance, whichever first occurs;
- g) Shipments by mail or parcel post;
- h) Animals, unless specifically named herein, and then only against death or destruction resulting from or made necessary as consequence of a peril insured against;
- i) Against loss caused by neglect of the insured to use all reasonable means to save and preserve the property at and after any disaster insured against;

against loss or damage to the goods and/or merchandise insured hereunder caused by any of the following: (a) fire, lightning, explosion, riot, strike, sabotage, piracy, mutiny, or any other cause; (b) theft, or loss of the insured whether during regular hours of employment or during non-work hours.

- e. Against loss or damage caused by or resulting from riot, strike or sabotage action in time of peace or war, including actions involving or resulting in defending against an actual, impending or expected attack, or by any government or sovereign power, its pure or de facto, or by any authority maintaining or claiming authority, or by force or by military, naval or air forces or by any agent of any such government or authority, or force; (f) any, whether of war, employing atomic reaction or radioactive matter or other source of atomic energy; (g) insurrection, rebellion, revolution, civil war, military or other action by governmental authority in hindering, preventing or extending against such an authority, seizure or destruction under quarantine or Customs regulations, administration or order of a government or public authority, or risks of antiterror or legal transportation of trade;
- f. Against loss or damage resulting from radioactive contamination, whether contributed, contaminated, and which in such case is direct or indirect, proximate or remote, or be a cause or is contributed or contaminated or aggravated by, the peril(s) insured against in this policy; however, excluding the foregoing and a proximate or direct cause by the resulting from radioactive contamination or radioactive contamination is insured against by this policy;

## 8. VALUATION:

The property, including freight, shall be valued, including proceeds or advanced freight, if any, together with such sums as may be payable by the carrier or the insured as selling agent, but excluding duty, as merchandise shipped and become again due thereon. In the event of there being no invoice, the valuation of the merchandise insured hereunder shall be the actual cash market value of the property, insured at point of departure on the date of disaster.

## 9. PREMIUM READJUSTMENT AND REPORT OF SHIPMENTS:

The premium charged under this policy is based on an estimate of \$1,000,000 value of an amount during the period insured. In the event the insured warrants to report to the Company at the end of the policy year, unless otherwise specified, the actual value of all shipments in accordance with the valuation clause contained in this policy, covered hereunder during the period for which such report is required, and upon the total of all reported shipments exceeding the aggregate the said estimated value the insured agrees to pay the Company additional premium at the rate of 1/100th of \$100,000, such additional premium to become due and payable to the Company immediately upon the furnishing of the aforesaid report or reports; but in the event of the actual premiums falling short of the said estimated value then this Company will return premium at the same rate as the rate charged but no return premium shall become due or payable until the expiration of this policy.

## 10. CLAIM AGAINST CARRIER:

In the event of any loss or damage to the goods and/or merchandise insured hereunder the insured shall immediately make claim in writing against the carrier or carriers involved.

## 11. DEDUCTIBLE:

Each claim for loss or damage (separately occurring), shall be adjusted separately and from the amount of each adjusted claim or the applicable limit of liability, whichever is less, the sum of \$10,000 shall be deducted. In the event of any recovery or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery or salvage shall accrue entirely to the benefit of the Company under this policy until the sum paid by them has been made up.

## CONDITIONS

### 10. OTHER INSURANCE:

If at the time of loss or damage there is available to a named or unnamed insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance.

### 11. IMPAIRMENT OF RECOVERY RIGHTS:

Any act or agreement by the insured before or after loss or damage whereby any right of the insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, broker

1. The first step in the process of the investigation is the identification of the problem. The investigator must first determine what the problem is and what the objectives of the investigation are. This is done by conducting a preliminary survey of the situation and by consulting with the relevant parties. Once the problem has been identified, the next step is to collect data. This is done by conducting interviews, observations, and other forms of data collection. The data is then analyzed to identify the causes of the problem and to develop a plan of action. The final step in the process is the implementation of the plan of action and the evaluation of the results. This is done by monitoring the progress of the investigation and by conducting a final evaluation of the results.

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**THE UNIVERSITY OF CHICAGO PRESS**

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## REFERENCES

[illegible]

### 13. CLAIMS AGAINST THIRD PARTIES.

17. The Government of the Republic of Serbia has not been able to identify the whereabouts of the missing persons, and has not been able to determine the fate of the missing persons. The Government of the Republic of Serbia has not been able to identify the whereabouts of the missing persons, and has not been able to determine the fate of the missing persons.

## 12 APR 1961

if the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, make within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss stating separately the actual cash value at the time of loss and the amount of loss. Failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its claims by any act relating to appraisal.

## 20. EXAMINATION UNDER OATH:

The report is often written in a somewhat repetitious, and even to say, tedious, manner by the majority of the staff. It is usually fairly detailed, and often, and especially, and in a sense in which

the insured shall, at any time, and from time to time, at the request of the Company and at its expense, produce for examination all writings, books of account, bills, receipts, invoices, orders, or verified copies thereof, or originals to verify, at such reasonable time and place as may be required by the Company or its representative, and shall permit extracts and copies thereof to be taken. In such examination, under oath or examination of books or documents, not any interest of the Company or any of its employees or representatives in connection with the investigation of any loss or damage hereunder, shall be deemed a waiver of any defense which the Company might thereafter have in respect to any loss or damage, but all such examinations and extracts shall be deemed to have been made in full and without prejudice to the Company's liability.

#### 11. SUITS:

No suit shall be maintained for the recovery of any claim under this policy shall be sustained in any court of law or equity, unless the same be commenced within twelve (12) months next after discovery by the insured of the cause of loss or damage which caused the claim, provided however, that if by the laws of the State where the insured is located such limitation is invalid, then any such claims shall be filed within such period of time as may be prescribed by the laws of such State.

#### 12. MACHINERY:

In the event of loss or damage to machinery, including when complete for sale or use, or several parts, the Company shall, at its option, advance the value of the cost of lost or damaged, including the cost of installation.

#### 13. LABELS:

In the event of loss or damage to labels, including if necessary, the loss shall be adjusted on the basis of an estimate of the value of the labels, and the insured shall pay the full value of labels, including if necessary.

#### 14. SUBROGATION OR LOAN:

In the event of loss or damage to property, the insured shall acquire any right of action against any individual firm or corporation for loss or damage to property covered hereunder, the insured will, if requested by the Company, assign and transfer such claim or right of action to the Company, or at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance funds in respect of the loss or damage, and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the insured's name under the direction of and at the expense of the Company.

#### 15. MISREPRESENTATION AND FRAUD:

This entire policy shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning the insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

#### 16. EXAMINATION OF RECORDS:

The insured shall, as often as may be reasonably required during the term of this policy and for one (1) year thereafter, produce for examination by the Company or its duly authorized representative all the books and records, inventories and accounts relating to the property covered hereunder.

#### 17. ABANDONMENT:

There can be no abandonment to the Company of any property.

#### 18. CANCELLATION:

This policy may be cancelled by the insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the insured at the address shown in this policy or last known address written notice stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall

shall be paid to the insured or to the beneficiary of such contract in accordance with the terms of such contract.

Where a contract of insurance is issued by the Company, the insured agrees to furnish to the Company, at the time of issue, a statement showing the total value of all annuities, covered by the policy, and the date of its termination up to and including the date of cancellation, and further agrees to pay, from the time when the rate stated in the above adjustment clause, if the premium payable thereon exceeds the rate premium paid, the amount of such excess shall immediately become payable to the insured or to the beneficiary, or, if the insured premium being the amount by which the right of withdrawal of premium shall be returned to the insured.

If the insured dies, earned premium shall be computed in accordance with the statutory death rate table in effect at the time the Company's earned premium shall be computed. Premium adjustment made at the time of cancellation or death, and, if not then made, shall be made as soon as possible after cancellation becomes effective. The Company's check or the check of its authorized agent shall be delivered as evidence of payment of any interest or premium due to the insured.

#### 10. ASSIGNMENT OF POLICY:

The insured hereby assigns to the Company, with the written consent of the Company,

#### 11. COMPLIANCE OF STATUTE:

The insured hereby agrees to comply with the provisions of the State wherein the policy is issued and to pay the same as required by law.

#### 12. GRANTORS:

The insured hereby agrees that no act or omission of any agent or by any other persons shall not affect a contract or change in any way the policy, or stop the Company from asserting any right under the terms of the policy, or waive the terms of the policy as waived or changed, except by endorsement made in writing on the policy.



PROPERTY INSURED: ALL ACTIVE DATA PROCESSING MEDIA BEING PROPERTY OF THE INSURED OR PROPERTY OF OTHERS FOR WHICH THE INSURED HAS BELIEFS.

PROPERTY EXCLUDED: THIS INSURANCE AGREEMENT DOES NOT INSURE ACCOUNTS, BILLS, EVIDENCES OF DEBT, CANCELS, CHECKS, RECEIPTS, CONTRACTS, DEEDS, MORTGAGES OR OTHER DOCUMENTS EXCEPT AS THEY MAY BE INCORPORATED INTO THE DATA PROCESSING MEDIA FORM, AND THEN ONLY IN THAT FORM, OR ANY DATA PROCESSED INTO THAT FORM, AND NOT BE REPLACED WITH OTHER OF THE KIND AND QUALITY.

1. LIMITS OF LIABILITY: THE POLICY LIMITS.

2. RISKS INSURED: THIS INSURANCE AGREEMENT INSURES AGAINST ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE TO THE PROPERTY INSURED SUBJECT AS HEREINAFTER PROVIDED.

3. RISKS EXCLUDED: THIS INSURANCE AGREEMENT DOES NOT INSURE AGAINST LOSS, DAMAGE, OR EXPENSE RESULTING FROM: (A) LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA;

(B) LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA AS A RESULT OF THE DATA PROCESSING SYSTEM BEING MALFUNCTIONING AND CORRUPTING DATA BEING RUN THROUGH THE SYSTEM, THEREBY CAUSING DAMAGE TO THE DATA OR LOSS OF DATA, DAMAGE OR EXPENSE CAUSED BY SUCH MALFUNCTIONING OR CORRUPTION;

(C) LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA AS A RESULT OF ELECTRONIC RECORDING, EXCEPT BY MALFUNCTIONING;

(D) LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA AS A RESULT OF TEMPERATURE, CORROSION, OR FLEET UNLESS DIRECTLY RESULTING FROM THE LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA AS A RESULT OF THE DATA PROCESSING SYSTEM'S AIR CONDITIONING FACILITIES OPERATING AS PERMITTED BY THE PROVISIONS OF THE INSURANCE AGREEMENT;

(E) LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA;

(F) INHERENT LOSS, LOSS OF DATA, OR LOSS OF DATA PROCESSING MEDIA OR CORRUPTION;

(G) ALL DAMAGE, LOSS, OR LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA, WHETHER THEREIN OR AN OFFICE, DIRECTOR OR EMPLOYEE THEREOF, WHETHER AT THE HOME OR IN COLLUSION WITH OTHERS;

(H) DAMAGE OR LOSS OF DATA OR LOSS OF DATA PROCESSING MEDIA AS A RESULT OF THE INSURANCE AGREEMENT'S ATTACHED.

4. VALUATION: THE LIMIT OF THE COMPANY'S LIABILITY FOR LOSS OR DAMAGE SHALL NOT EXCEED:

(A) AS RESPECTS PROPERTY, THE ACTUAL CASH SETTLEMENT IN THE "DECLARATIONS" THE AMOUNT PER ARTICLE SPECIFIED THEREIN, SAID AMOUNT BEING THE AGREED VALUE THEREOF FOR THE PURPOSES OF THIS INSURANCE;

(B) AS RESPECTS ALL OTHER PROPERTY, THE ACTUAL REPRODUCTION COST OF THE PROPERTY, IF NOT REPLACED OR REPRODUCED, BUT IN VALUE OF MEDIA, ALL SUBJECT TO THE APPLICABLE LIMIT OF LIABILITY STATED IN THE "DECLARATIONS";

5. DEDUCTIBLE: EACH AND EVERY LOSS OCCURRING HEREUNDER SHALL BE ADJUSTED SEPARATELY AND FROM THE AMOUNT OF EACH LOSS WHEN SO ADJUSTED THE AMOUNT INDICATED IN THE "DECLARATIONS" SHALL BE DEDUCTED.

6. DEFINITIONS: THE TERM "ACTIVE DATA PROCESSING MEDIA", WHEREVER USED IN THIS CONTRACT, SHALL MEAN ALL FORMS OF CONVERTED DATA AND/OR INSTRUCTION VEHICLES EMPLOYED IN THE INSURED'S DATA PROCESSING OPERATION, EXCEPT ALL SUCH UNUSED PROPERTY, AND THE FOLLOWING:

(EXCEPT NAMES OF MEDIA NOT TO BE INSURED)

WHICH THE INSURED ELECTS NOT TO INSURE HEREUNDER.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY NOT IN CONFLICT HERewith REMAIN UNCHANGED. FORM 1107

ENDORSEMENT # 001

This endorsement is effective 12/01/00 to 12/31/04

Form part of policy no. 104240

Issued to: A.M. RESEARCH, INC.

By: [Signature] INSURANCE COMPANY

CONTRIBUTING INSURANCE ENDORSEMENT

1. This endorsement is part of the policy and is subject to the terms, coverages, conditions and exclusions of the policy.

2. The policy is subject to the following:

a. \$1,000,000 per occurrence limit of \$500,000 per occurrence limit (otherwise stated as 50% Contribution Percentage)

and

b. \$500,000 per occurrence limit of \$250,000 per occurrence limit (otherwise stated as 50% Contribution Percentage)

3. This endorsement applies to all coverages and all limits of insurance shown in this policy.

4. The percentage of insurance shown above represents the percentage (known as Contribution Percentage) of the total limit of insurance for all contributing insurance covering the same property.

5. Subject to the Maximum Limit of Liability shown in Item 3, the most we will pay is limited to our percentage of any covered loss, regardless of whether one or more causes of loss contribute to the loss.

6. All other terms and conditions of the Policy remain unchanged.



Authorized Representative OR

Countersignature (In states where applicable)

ENDORSEMENT # 001

This endorsement effective 12:01 AM 01/01/2008

Form is part of policy no. 1007-212

Issued to WWA AFFORDANCE LLC

By: LBA NATION INSURANCE COMPANY

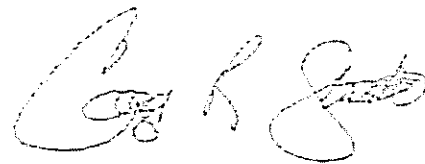
FLOOD DEFLECTIBLE ENDORSEMENT

FLOOD:

1. \$100,000 PER ANY SINGLE ONE OCCURRENCE, EXCEPT:

FLOOD NAMED STORM:

\$5 OF LOSS AT EACH LOCATION INVOLVED IN LOSS OR DAMAGE, SUBJECT TO A MINIMUM OF \$10,000. ANY ONE OCCURRENCE FOR THE PERIL OF FLOOD NAMED STORM IS A STORM THAT HAS BEEN DECLARED BY THE NATIONAL WEATHER SERVICE TO BE A HURRICANE, TYPHOON, TROPICAL CYCLONE OR TROPICAL STORM.



Authorized Representative OR  
Countersignature (In states where applicable)

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

[illegible]

5. *Conclusions* The authors would like to thank the referees for their valuable comments and suggestions. The authors would also like to thank the National Natural Science Foundation of China (Grant No. 11071271) for supporting this work.

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG).

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## CATHOLIC ENDORSEMENT

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains. The number of transformed cells was determined by the number of colonies obtained on the selective medium. The results are the mean of three independent experiments. Error bars represent the standard deviation.

En el presente trabajo se han analizado los factores que influyen en la percepción de la calidad de la atención de enfermería en el Hospital General de México, D.F., en el área de enfermería de medicina interna. Los resultados de la investigación demuestran que la percepción de la calidad de la atención de enfermería está influenciada por los factores organizacionales, personales y de contexto. Los resultados de la investigación demuestran que la percepción de la calidad de la atención de enfermería está influenciada por los factores organizacionales, personales y de contexto.

[illegible]

- [illegible]

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Authorized Representative OR  
Countersignature (In states where applicable)

## ENDORSEMENT # 114

This endorsement, effective 12:01 AM 12/31/2004

Forms a part of policy no.: 007-000

Issued to: AT&T BELL LABS, L.L.C.

By: LEXINGTON INSURANCE COMPANY

## EQUIPMENT BREAKDOWN ENDORSEMENT

Enter and Marking:

1) This policy covers loss caused by or resulting from an "accident" to "covered equipment" ("accident") in the circumstances as follows:

- a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
- b. artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or operated by or under the control of the insured;
- d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

"Accident" does not include destruction, corruption, distortion or corruption of any computer data, coding, program or software.

2) The following coverages will apply to loss caused by or resulting from an "accident" to "covered equipment". These coverages do not provide additional amounts of insurance.

a) Extending Expense

The Company shall be liable for the reasonable extra cost to make temporary repairs and to expedite permanent repairs or permanent replacement of damaged covered property. The Company's total liability for Extending Expense resulting from an "accident" to "covered equipment" is the amount set forth in the Equipment Breakdown Schedule.

b) Hazardous Substances

The Company shall be liable for the additional cost to repair or replace covered property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property. Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency. Additional costs mean those beyond that which would have been required had no hazardous substance been involved.

The Company's total liability for loss or damage under this coverage, including actual loss of Business Interruption sustained, necessary Extra Expense incurred, loss of Rental Value and loss under Spoilage coverage, is \$100,000, unless otherwise shown in the Equipment Breakdown Schedule. Any coverage under the policy for decontamination or pollution cleanup does not apply to this endorsement. Exclusion R.(1) of the form to which this endorsement is attached does not apply to this Hazardous Substances coverage.

c) Spoilage

The Company shall be liable for:

- (i) the insured's loss of "perishable goods" due to spoilage;
- (ii) the insured's loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;

- iv) necessary expenses incurred to reduce the amount of loss under this coverage. The Company shall be liable for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- v) the insured's loss of "depreciable goods" due to spoilage caused by an "accident" in equipment that is owned by a utility, landlord, or other supplier with whom the insured has a contract for provision of any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam. This coverage applies only to loss that occurs in buildings owned by the insured.

For insured's loss to replace the "depreciable goods" before its anticipated sale, payment will be determined on the basis of the sales price of the "depreciable goods" at the time of the "accident", less discounts and expenses that otherwise would have been incurred. Otherwise payment will be determined in accordance with the Valuation provision of the policy. The Company's total liability for loss or damage under this coverage is the amount shown in the Equipment Breakdown Schedule.

**vi) Computer Equipment**

The Company shall be liable for loss or damage caused by or resulting from an "accident" to "computer equipment." The Company's total liability for loss or damage under this coverage, including actual loss of Business Interruption sustained, necessary Extra Expense incurred, and loss of Rental Value is the amount shown in the Equipment Breakdown Schedule. Computers, as defined, in terms of specific "covered equipment" are not subject to this limit.

The coverage provided by this provision shall be primary to any coverage provided in the form to which this endorsement is attached for "accident" to "computer equipment." In no event shall liability for loss to "computer equipment" under this endorsement and the form to which it is attached exceed the sublimit(s) stated in the Sublimits of Liability section of the form to which this endorsement is attached.

**vii) Data Restoration**

The Company shall be liable for the cost to research, replace and restore data, including programs and operating systems, that is lost or corrupted due to an "accident." The Company's total liability for loss or damage under this coverage is \$100,000 unless otherwise shown in the Equipment Breakdown Schedule.

**viii) CFC Refrigerants**

The Company shall be liable for the additional cost to repair or replace covered property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- a) Repair the damaged property and replace any lost CFC refrigerant;
- b) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- c) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved. The Company's total liability for loss or damage under this coverage, including actual loss of Business Interruption sustained, necessary Extra Expense incurred, loss of Rental Value and loss under Spoilage coverage, is the amount shown in the Equipment Breakdown Schedule.

**(g) BUSINESS INTERRUPTION / EXTRA EXPENSE / RENTAL VALUE**

Coverage for Business Interruption, Extra Expense and / or Rental Value provided herein shall apply as respects the Business Interruption, Extra Expense and Rental Value clauses, and any Additional Provisions applicable to Business Interruption, Extra Expense and Rental Value, of the policy to which this endorsement is attached, solely as a result of loss caused by or resulting from an "accident" to "covered equipment" as defined herein.

The Business Interruption, Extra Expense, Rental Value provisions, and any Additional Provisions applicable to Business Interruption, Extra Expense and Rental Value, of the policy to which this endorsement is attached are amended as follows:

g) This endorsement to the Equipment Breakdown Schedule, Contingent Business Interruption does not apply to Equipment Breakdown coverage or applies only up to the limit specified on the Equipment Breakdown Schedule.

h) As written, Equipment Breakdown coverage and the Period of Restoration provision is amended to read as follows:

Period of Restoration means the period of time that:

- (1) Begins with the date of direct physical loss or damage to any of the perils covered herein, at the specified premises; and
- (2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and sound quality, plus the number of days, if any, indicated in the Equipment Breakdown Schedule for Extended Period of Restoration.

Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (A) Requires the construction, use or repair, or requires the tearing down, of any property; or
- (B) Requires the insured or others to test for, monitor, clean up, remove, contain, treat, custody, or neutralize, or in any way respond to, or assess the effects of "contaminants" or "pollutants" as defined in Section 3, Perils Excluded, Paragraph C.

The exclusion date of this policy will not start on the period of restoration.

#### 4) ADDITIONAL PERILS EXCLUDED

The following exclusions are in addition to those in the policy attached hereto.

- a) With respect to coverage provided by this endorsement, the Company shall not be liable for loss or damage caused by, or resulting from: fire; lightning; windstorm or hail; explosion of gas or unconfined fire within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere; any other explosion (except for explosion of steam boilers, steam engine, steam engines or steam turbines; smoke; aircraft or vehicles; riot or civil commotion; volcanic eruption; leakage; breakage of glass; falling objects; weight of snow, ice or sleet; freezing; damage by cold weather); collapse; or molten material.
- b) With respect to Business Interruption, Extra Expense and Rental Value coverages, the Company shall not be liable for any delay in resuming operations due to the need to reconstruct or repair lost programs on "media."
- c) The Company shall not be liable for loss or damage caused by or resulting from:
  - (i) a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment;
  - (ii) failure to use a reasonable means to protect "perishable goods" from damage following an "accident";
  - (iii) any latent, late, loss of data or other situation within "media." But if loss or damage from an "accident" results, the Company shall be liable for that resulting damage.

#### 5) DEDUCTIBLES

Only as regards Equipment Breakdown Coverage, the DEDUCTIBLES provision is deleted and replaced with the following: Unless the Schedule indicates that the deductible is combined for all coverages, multiple deductibles may apply to any "one accident." If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," the highest deductibles for each coverage will apply.

#### (a) Direct and indirect Coverages

Unless otherwise shown in the Equipment Breakdown Schedule, the Direct Coverages Deductibles apply to all loss or damage covered by this endorsement, with the exception of those coverages subject to the Indirect Coverages Deductibles. Unless more specifically indicated in the Equipment Breakdown Schedule, the Indirect Coverages Deductibles apply to Business Interruption, Extra Expense and Rental Value.

(c) Application of Deductibles

(i) Dollar Deductibles

The Company shall not be liable for loss or damage resulting from any "one accident" and the amount of loss or damage exceeds the applicable Deductible shown in the Equipment Breakdown Schedule. The Company shall then pay the amount of loss or damage in excess of the applicable deductible, up to the applicable LIMIT OF LIABILITY.

(ii) Time Deductible

If a time deductible is shown in the Equipment Breakdown Schedule, the Company shall not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(iii) Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the net profit (or loss) and expenses as described in the policy, apportioned over the period that would have been earned or incurred had no "accident"

occurred during the period of interruption of business divided by the number of working days in that period. No reduction shall be made for the net profit (or loss) and expenses actually earned, or in the number of working days, because of the "accident" or any other accident or unanticipated shutdowns during the period of interruption. The ADV applies to all operations included in the valuation of the loss.

The number indicated in the Equipment Breakdown Schedule shall be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(iv) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, the Company shall not be liable for the indicated percentage of the gross amount of loss or damage (prior to any applicable deductible) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

5. DEFINITIONS

(a) "Boilers and vessels" means:

- (i) Any boiler, including attached steam, condensate and feedwater piping; and
- (ii) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

If a term does not appear elsewhere in this endorsement, but may appear in the Equipment Breakdown Schedule.

(b) "Computer equipment" means covered property that is electronic computer or other data processing equipment, including "media" and peripherals used in conjunction with such equipment.

(c) "Covered equipment" means covered property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy. None of the following is "covered equipment":

- (i) structure, foundation, cabinet, compartment or air supported structure or building;
- (ii) insulating or refractory material;
- (iii) sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- (iv) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (v) vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel;
- (vi) machine, excavation or construction equipment; or
- (vii) equipment manufactured by the insured for sale.

(d) "Media" means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.



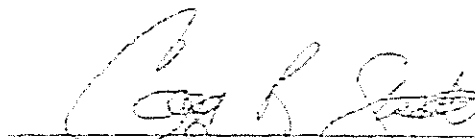
- 4) "The cause of loss" means the proximate cause of loss. "Proximate" means the cause which will be considered "the cause of loss" if the loss is the result of the same event will be considered "the cause of loss".
- 5) "Refrigerative System" means mechanical system maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- 6) "Excavation Machinery" means any machine or apparatus that processes or produces a product intended for use in the earth. However, "excavation machinery" does not mean any kind of traffic control device, such as a cylinder containing a movable plunger or piston. This term does not appear elsewhere in the endorsement, but may appear in the Equipment Breakdown Schedule.
- 7) "Service Interruption" means the Extension of Coverage provided in the form to which this endorsement is attached for interruption of business conducted by the insured resulting from loss or damage to public utility plants, transformers or switching stations, substations furnishing heat, light, power, water, telephone or gas to the insured's premises, but within one statute mile of the premises.

#### 1) SUSPENSION OF

When any "covered equipment" is found to be in, or exposed to a dangerous condition, any representative of the Company may immediately suspend the insurance against loss from an accident to the "covered equipment" by mailing or delivering a written notice of suspension to the insured at the address as shown in the Declarations, or at the address where the "covered equipment" is located. Once suspended in this way, the insurance can be reinstated only by endorsement for this purpose. If so endorsed, the insured will get a pro rata refund of premium. But the suspension will be final even if a refund has not been offered or made.

#### 2) COINSURANCE

If indicated in the Equipment Breakdown Schedule, specified coverages may be subject to coinsurance. The Company shall not pay for the full amount of the loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, the Company shall determine what percentage this specified product is compared to the applicable limit and apply that percentage to the gross amount of loss. Then the applicable Deductible will be subtracted. The resulting amount, or the applicable limit, whichever the Company shall pay. The remainder of the loss will not be paid.



Authorized Representative OR  
Countersignature (In states where applicable)

## ENDORSEMENT # 015

This endorsement effective 12:01 AM 09/11/07

Forms a part of policy no: 103-103

Issued to: NTH ASSURANCE COMPANY

By: NTH ASSURANCE COMPANY

## EQUIPMENT BREAKDOWN SCHEDULE

The Company shall provide coverage for the Equipment Breakdown Limit for loss or damage arising from any "one accident".

These coverages apply to all coverages covered in the policy unless otherwise specified. Wherever the word "Company" is used in the Equipment Breakdown Endorsement and the form to which it is attached, it shall also mean "insured."

| Coverages   | Limits                               |
|---|--------------------------------------|
| Equipment Breakdown Limit   | \$ 65,140,757                        |
| Limits of Liability include the following and do not decrease the Equipment Breakdown Limit listed above: |                                      |
| Expediting Expense  | \$ 100,000                           |
| Hazardous Substances  | \$ 100,000                           |
| Seizure   | \$ 100,000                           |
| Temporary Equipment   | \$ 100,000                           |
| Tire Explosion  | \$ 100,000                           |
| CEO Malfeasance   | \$ 100,000                           |
| Business Interruption   | \$ 5,000,000 +                       |
| Extra Expense   | \$ Included                          |
| Rental Value  | \$ Included in Business Interruption |
| Contingent Business Interruption:   |                                      |
| Suppliers and/or Receivers of the Insured's Goods or Services   | \$                                   |
| Service Interruption  | \$                                   |

## Deductibles

Combined, All Coverages

\$

If the Combined, All Coverages deductible is not entered above, the following deductibles are applicable:

Direct Coverages

\$ 15,000

Indirect Coverages

\$

24

10,000  
1 or  
hours or  
times ADV.

Storage

\$

If no entry, see Direct Coverages

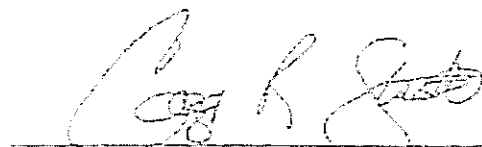
1 or  
% of loss, \$

minimum.

Other Conditions

Employee Period of Retirement: 0 days

Employee Health Insurance Coverage: Employee Health Insurance, for 0 days under Service Health Insurance Coverage



Authorized Representative OR  
Countersignature (In states where applicable)



ENDORSEMENT # 117

This endorsement, effective 12:01 AM 12/01/2004

Forms a part of policy no: 1031-010

Issued for work FILED 11/11/04

By: LIA NOTER, WILKINS COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD / FUNGUS EXCLUSION

In consideration of the premium charged, I, a hereby, understand and agree that this policy is amended as follows:

The Company shall not be liable for any loss or damage caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast(s) or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast(s):

- (a) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking an embryo, and including mold(s), rusts, mildews, smuts and mushrooms;
- (b) molds includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
- (c) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms.

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

All other terms, conditions, definitions, exclusions, limitations and provisions of the Policy remain the same.



Authorized Representative OR  
Countersignature (In states where applicable)

ENDORSEMENT # 003

This endorsement effective 12:01 AM 10/01/2007

Form is part of policy no: 107-203

Issued for use by: RE/RTS LLC.

By: LLOYD'S INSURANCE COMPANY

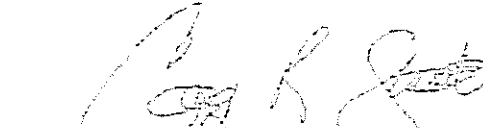
NAMED INSURED ENDORSEMENT

Named Insured

In consideration of the policy premium, it is agreed that the Named Insured appearing under the policy declarations is amended to read:

*Copy held*  
LLOYD'S INSURANCE COMPANY AND ITS INTERESTS, ENTITIES, DIVISIONS OR OTHER INTERESTS, INCLUDING, BUT NOT LIMITED TO, JOINT VENTURES, PARTNERSHIPS, INVESTMENTS AND OTHER INTERESTS OF THE INSURED BUT SOLELY AS RESPECTS THE INTERESTS OF THE NAMED INSURED AND INCLUDING ADDITIONALLY THE INTERESTS OF THE PARENT, TRUST, AFFILIATED, ASSOCIATE, AND ASSOCIATE COMPANY OR CORPORATIONS, OWNER(S), ENTITY OR INDIVIDUAL OF THE NAMED INSURED WHICH EITHER HAS EXISTED, EXISTS NOW, OR MAY EXIST IN THE FUTURE, AS THEIR RESPECTIVE RIGHTS AND INTEREST MAY APPEAR.

All other terms, conditions, coverages, exclusions, limitations and provisions remain the same.

  
\_\_\_\_\_  
Authorized Representative OR  
Countersignature (In states where applicable)

## ENDORSEMENT # 019

This endorsement, effective 12/31/2007, is dated 12/31/2007.

Forms a part of policy number 07-019.

Issued to: WYLLIE, RICHARD L., JR.

By: COLUMBIA RIVER INSURANCE COMPANY

## OFF-PREMISES POWER FAILURE (DIRECT DAMAGE)

This endorsement includes insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 ENDED BY COVERAGE FORM  
 STANDARD PROPERTY POLICY  
 RETAIL SALES WAREHOUSES COVERAGE FORM

## SCHEDULE

| Premises No. | Building No. | Water Supply | Communication Supply | Power Supply | Cause of Loss Form Applicable |
|--------------|--------------|--------------|----------------------|--------------|-------------------------------|
| ALL          | ALL          | X            | X                    | X            | CP1030                        |

EXCLUDING OVERHEAD TRANSMISSION & DISTRIBUTION LINES  
 24 HOUR WAITING PERIOD QUALIFIER DEFINING THE COVERED EVENT

We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises, if indicated by an "X" in the Schedule:

- A. Water Supply Services, meaning the following types of property supplying water to the described premises:
  1. Pumping stations; and
  2. Water mains.
- B. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  1. Communication transmission lines;
  2. Coaxial cables; and
  3. Microwave radio relays or spot for satellites.

It does not include overhead communication lines.

2. Provide a list of all equipment, including equipment, used in the  
the proposed service.

1. All equipment used.

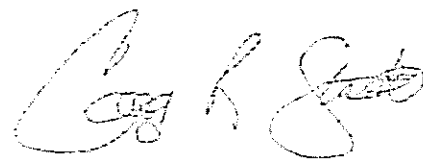
2. Existing equipment.

3. Equipment.

4. Equipment used.

5. Equipment used.

1. All equipment used.



Authorized Representative OR  
Countersignature (In states where applicable)



## ENDORSEMENT # 1111

This endorsement effective 12:01 AM on 11/11/07.

Forms a part of policy no. 1111122

Issued for work #101775 11/11/07.

By: ELIZABETH WILKINSON (11/11/07)

## OFF PREMISES SERVICES (TIME ELEMENT)

This endorsement includes coverage provided under the following:

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM  
 BUSINESS INCOME WITHOUT EXTRA EXPENSE COVERAGE FORM  
 EXTRA EXPENSE COVERAGE FORM

## SCHEDULE

| From<br>No. | Exp.<br>No. | Water<br>Supply | Communication<br>Supply | Power<br>Supply | Causes of<br>Loss Form<br>Applicable |
|-------------|-------------|-----------------|-------------------------|-----------------|--------------------------------------|
| ALL         | ALL         | X               | X                       | X               | EP1030                               |

INCLUDING OVERHEAD TRANSMISSION & DISTRIBUTION LINES

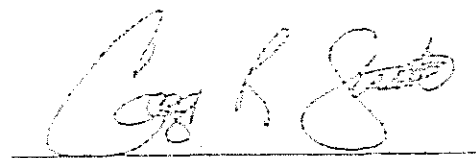
24 HOUR WAITING SERVICE QUALIFIER DEFINING THE COVERED EVENT

A. As well as, for loss of Business Income or Extra Expense at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage to a Covered Cause of Loss to the following property, not on the described premises, if indicated by an "X" in the Schedule:

1. Water Supply Services, meaning the following types of property supplying water to the described premises:
  - a. Pumping stations; and
  - b. Water mains.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
  - a. Communication transmission lines;
  - b. Coaxial cables; and
  - c. Microwave radio relays except satellites.

It does not include overhead communication lines.

2. Power Supply, but not including the following types of property supplying electricity, steam, or gas to the covered premises:
  - a. Utility generating plant;
  - b. Generating station;
  - c. Substation;
  - d. Transformer, and
  - e. Transmission line.
3. Air conditioning, but not including the first 12 hours following the actual physical loss of service to the insured's property, to which the endorsement applies.



Authorized Representative OR  
Countersignature (In states where applicable)

## ENDORSEMENT # 0000

This endorsement, effective 12:01 AM 10/01/2004

Forms a part of policy no. 1374029

Issued for work #131875 10/01/04

By: LEXINGTON INDEPENDENT COMPANY

## ORDINANCE OR LAW COVERAGE

This endorsement provides insurance provided under the following:

## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. For Covered Causes of Loss damage to covered Building property, we will pay:

1. For loss or damage caused by enforcement of any ordinance or law that:
  - a. Requires the relocation of parts of the same property not damaged by a Covered Cause of Loss;
  - b. Requires the construction or repair of buildings, or establishes zoning or land use requirements at the damaged premises; and
  - c. Is in force at the time of loss.
2. The increased cost to repair, rebuild or construct the property caused by enforcement of zoning, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance law.
3. The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.

B. However, we will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, segregate or sequester, or in any way respond to, or assess the effects of "pollutants".

C. We will not pay for increased construction costs under this endorsement:

1. Until the property is actually repaired or replaced at the same premises or elsewhere; and
2. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.

D. We will not pay more:

1. If the property is repaired or replaced on the same premises, then the amount you actually spend for:
  - a. Demolition and clear the site; and
  - b. Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.

2. The property is repaired or replaced on the same premises; and
  - a. The amount actually spent to remove and clear the site of the destroyed premises; and
  - b. The cost to replace, on the same premises, the damaged or destroyed property with what is best:
    - i. If comparable material are obtain;
    - ii. If the same height, foot area and style; and
    - iii. Used for the same purpose.
  - c. Any excess of damage over insurance then the limit of insurance applicable to the covered building property.
3. The cost of this endorsement not separately to each building to which the endorsement applies.

ENDORSEMENT # 010

This endorsement effective 12:01 AM 11-22-2004

Forms a part of policy no: 1104113

Issued to: Wynn Properties, LLC

By: LIXINGTON INSURANCE COMPANY

PROPERTY ENDORSEMENT

It is noted and agreed that this is a primary endorsement as follows:

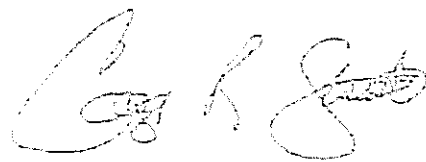
The insured waives its right to Consequential loss, namely, indirectly caused by, consisting of, or arising from:

1. Any interruption or malfunctioning of the internet or similar facility, or of any internet or private network or similar facility.
2. Any corruption, destruction, deletion, erasure or other loss or damage to data, software, or any kind of programming or information set.
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ongoing ability or failure of the insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this policy remain unchanged.



Authorized Representative OR  
Countersignature (In states where applicable)

## ENDORSEMENT # 013

This endorsement effective 12:01 AM 09, 01, 2004

Forms a part of policy no: 1374222

Issued to: JOHN PEDERSEN, LLC.

By: LEKINGTON INSURANCE COMPANY

## REPLACEMENT COST COVERAGE ENDORSEMENT

This endorsement applies only with respect to the premises described in the following Schedule and at-  
tends insurance on a replacement cost basis only on the property described below.

## SCHEDULE

|                                      |   |
|--------------------------------------|---|
| <u>Location of Premises</u>          | <u>Property Covered on a</u><br><u>Replacement Cost Basis</u> |
| AS PER SCHEDULE IN FILE WITH COMPANY | REAL & PERSONAL<br>PROPERTY                                   |

ACTUAL LOSS SUBJECT TO (TIME ELEMENT)

1. Replacement Cost Insure. The provisions of Valuation Clause(s) 1.A, B, E and G of this policy ap-  
plicable to the property described as covered on a replacement cost basis are amended to substi-  
tute the term "replacement cost (without deduction for depreciation)" for the term "actual cash  
value" wherever it appears in this policy, and the Coinsurance Clause of this endorsement (if appli-  
cable) supersedes and replaces all other Coinsurance Clauses otherwise applicable. Subject in all  
other respects to the provisions of this endorsement and of Valuation Clause of this policy.
2. This policy does not cover the following property on a replacement cost basis:
  - a. Precious metals, jewelry, precious stones, furs or fur trimmed garments.
  - b. Property of others
  - c. Cost of reproducing information for books of account, abstracts, manuscripts, drawings, card  
index systems and other records (including film, tape, disc, drum, cell and other magnetic re-  
cording or storage media).
  - d. Paintings, drawings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare  
books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity  
or antiquity.
  - e. Carpets, domestic appliances, or household furniture and outdoor equipment, all whether  
permanently attached to the building structure or not.
3. The Company shall not be liable under this endorsement for any loss unless and until the damaged  
or destroyed property is actually repaired or replaced by the insured with due diligence and dis-  
patch.

4. The limit of liability for each separate loss or occurrence. This Company shall not be liable for a greater amount of any loss or damage to the property covered under this policy than the limit of liability under the policy for such property. Where the limit of liability is not stated, the limit shall be the amount produced by multiplying the coinsurance percentage specified in this policy by the total of (a) the replacement cost (without deduction for depreciation) of that part of said property which is specifically described as covered on a replacement cost basis and (b) the actual cash value of that part of said property which is covered on an actual cash value basis at time of loss.

The limit of the aggregate limit for any loss shall not be less than \$10,000 and not more than 5% of the insurable interest in the property involved at the time such loss occurs. No appraisal, inventory or appraisement of the undamaged property shall be required, provided that nothing herein shall be construed to waive application of the first paragraph of this clause.

If insurance under this policy is divided into separate limits of liability, the foregoing shall apply separately to the property covered under each such limit of liability.

The cost of the removal of debris shall not be considered in the determination of actual cash value or replacement cost when applying the Coinsurance Clause.

5. The Company's liability shall be on a replacement cost basis, shall not exceed the smallest of the following amounts:

- a. The actual cost of the loss or damage to the damaged or destroyed property;
- b. The actual cash value of the property or any interest intended for the same occupancy at the time of loss;
- c. The actual cost of repairs, and necessary expenses in repairing or replacing said property or any part thereof.

6. This endorsement shall not have effect under this policy in accordance with its provisions, disregarding this endorsement, except that the foregoing Coinsurance Clause shall apply, if applicable, and the insured may have further claim for any additional liability brought about by this endorsement in accordance with its provisions, provided the Company is notified in writing within 180 days after loss of the insured's interest in the subject matter claim.

Authorized Representative OR  
Countersignature (In states where applicable)





## ENDORSEMENT # 114

This endorsement effective 12:01 AM 09-11-2004

Formed part of policy no: 1174012

Issued to: AUSA, HILBERT, J.L.L.

By: 101-1174012-101-PAV01-101-PAV01

## WAR RISK AND TERRORIST EXCLUSION

It is hereby acknowledged and agreed, that notwithstanding any other war risk or terrorist exclusion that may be included in, or any clause limiting or attempting to limit the application of any endorsements to the policy, the following shall apply as follows:

The following loss or damage to property, caused by, resulting from, contributed to or aggravated by any of the following events, whether such loss or damage is accidental or intentional, direct or indirect, event or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any cause insured by the policy:

1. any state of war or action in time of peace or war, whether or not declared, including action in rendering, combating or defending against an actual, impending or expected attack:
  - a. by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
  - b. by military, naval or air forces; or
  - c. by an agent of any such government, power, authority or force;
2. any season of war employing armed force or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
3. insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in rendering, combating, or defending against such an occurrence, seizure or despotism;
4. any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for Terrorist purposes;
5. hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure or control, made by any person or persons, for Terrorist purposes.

Such loss or damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss or damage.

Terrorist purposes means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

All other terms, conditions and exclusions of the policy remain unchanged.

Authorized Representative OR  
Countersignature (In states where applicable)

## BIBLIOGRAPHY = 255

[illegible]

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG). The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG).

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[illegible]

## COMBINED PROPERTY, BOILER &amp; MACHINERY MILLENNIUM ENDORSEMENT

[illegible]

1. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, arising out of or arising from, the failure of any computer, data processing equipment, media, network, operating system, microprocessors, modules, chips, integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 1987 that results from the inability to:
1. correctly designate any date as its calendar date;
  2. capture, save, retain, and/or correctly manipulate, interpret or process any data or information, or estimate or calculate as a result of treating any date other than its true calendar date; and/or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of one or the inability to capture, save, retain or correctly process such data on or after any date.
2. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
3. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any order or the sequence of events or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which does result from a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow, sleet and accidental breakdown of an object, including mechanical and electrical breakdown.

All other terms, conditions and exclusions of this policy remain unchanged.

C. L. Smith

**AUTHORIZED REPRESENTATIVE**

OR Counter signature (In states where applicable)